

# THE STREET-CLEANING CONTRACT.

Charges of Official Misconduct.

The Mayor, Controller, City Inspector, Corporation Counsel and Recorder Complained of.

To His Excellency, Reuben E. Fenton, Governor of the State of New-York.

SIR: I respectfully present the following charges and specifications of official misconduct against Matthew T. Brennan, Mayor of the City of New-York; C. Godfrey Gunther, Mayor of the said city; Francis I. A. Boole, City Inspector of the said city; John E. Develin, Counsel to the Corporation of the said city, and John T. Hoffman, Recorder of the said city, and each of them, and ask that the same be examined by you, and the guilty parties removed from office, as provided by law:

**CHARGES.**  
That the officers above-named, being authorized and required as Commissioners by an act of the Legislature of the State of New-York, passed May 1, 1865, to make a contract for cleaning the streets of the said city for a term of not less than five years, with the person or persons whose proposals should, in the judgment of said Commissioners, or a majority of them, secure the most effective service and be most advantageous to the public interest, did willfully and corruptly disobey and disregard the provisions and requirements of the said act; and did willfully and corruptly, in pretended compliance with the said act, but actually in subversion and violation thereof, make a contract with persons, for cleaning the streets of the said city, for a term of ten years, whose proposals were not, as the said Commissioners well knew, the most advantageous to the public interest, or likely to secure the most effective service; and did willfully and corruptly plan and consummate a fraudulent and wasteful job, for the purpose of securing personal and pecuniary benefits to the said Commissioners, or some of them, and of illegally and improperly enriching persons who are their dependants or associates, and did, in other respects, willfully and corruptly misuse and abuse the power and authority conferred upon them, as aforesaid, and seize and usurp power and authority not conferred upon them by the said act, to the great wrong and injury of the public, and to the great pecuniary loss and damage of the Corporation of the City of New-York.

**First Specification.**  
That the said Commissioners being required by the said act to make the contract thereby authorized "after advertisement for proposals of not less than ten days, to commence within ten days after the passage" of the said act; and having published such an advertisement, dated May 9, 1865, inviting proposals for cleaning the streets of the said city, to be deposited with them on or before the 23rd day of May, 1865, at 12 o'clock noon; and seven or more sealed proposals for doing the said work having been deposited with them in accordance with the said advertisement, the said Commissioners did willfully and corruptly refuse and omit to open the said proposals or any of them and make the contract required by the said act, under the false and frivolous pretense that "the interest of the city and justice to those seeking the work, required that essential modifications should be made in the specifications" therefore adopted by them, but in fact because the persons or some of them with whom a contract was afterward made by the said Commissioners, not then being able to offer surties, each of whom could swear that he was worth such a sum that the whole of them would be worth the sum of \$250,000, as was required, had not deposited any proposal with the said Commissioners.

**Second Specification.**  
That the said Commissioners having refused and omitted to make a contract with any of the persons whose proposals for cleaning the streets of the said city they had received as above stated, under the pretense that "the interests of the city required that essential modifications should be made in the specifications," did thereupon prove that such pretense was false and fraudulent by preparing and issuing amended specifications (being the specifications with three further modifications hereinafter specified, included in the contract made by the Commissioners as hereinafter stated), which did not contain any modification whatever calculated or intended to promote, secure or protect any interest of the said city.

**Third Specification.**  
That the said Commissioners did willfully and corruptly make, in the amended specifications so prepared and issued by them, and the agreement of which the specifications are a part, the following changes from the original specifications and agreement (being all of the modifications therein, except such as were merely verbal or unimportant), each and all of which were calculated and intended to advance and promote the interests of the Contractors, adversely to the interests of the city:

1. They substituted themselves in the amended specifications and in the contract made in the place of the Mayor, Aldermen and Commonalty of the City of New-York, as "the parties of the first part" to the contract, with the corrupt and fraudulent purpose and intention of rendering nugatory a provision of the specifications that the Contractors should indemnify "the parties of the first part" against "all damages, costs, charges and expenses" which "said parties of the first part" might "sustain or be put to, for or by reason of any misconduct or any negligence on the part of the Contractors, their agents or servants, in carrying this agreement into effect," by limiting any recovery to the damages, &c., which the said Commissioners might sustain or be put to, which being merely personal would amount to nothing.

2. Having made the changes above specified, they omitted to add any provision continuing their own power and duties in and to their successors in office, with the corrupt and fraudulent purpose and intention of withholding from their successors in office any and all power and control over the contractors, and with the further corrupt and fraudulent purpose and intention of withholding from the Corporation of the said city and its officers any and all power to enforce the provisions of the contract.

3. They inserted in the amended specifications and in the contract made provisions by which the contractors are released from sweeping the streets when "prevented by frost or snow" with the corrupt and fraudulent purpose and intention of allowing a pretext by which the work could be omitted during the cold weather.

4. They inserted in the amended specifications and in the contract made provisions by which the City Inspector alone, or a majority of the Commissioners, can authorize the contractors to sweep any

# New-York Tribune

VOL. XXV.....No. 7,603.

NEW-YORK, SATURDAY, AUGUST 19, 1865.

PRICE FOUR CENTS.

streets or parts of streets less frequently than required by the contract, and to omit the performance of any other work required by the contract, which power under the original specifications could only be exercised by a majority of the Commissioners; which change was made with the corrupt and fraudulent purpose and intention of allowing a corrupt City Inspector to dispense with the sweeping of the streets and the performance of other work whenever it should be made his interest to do so.

5. They inserted in the amended specifications and in the contract made, a clause by which either a majority of the Commissioners or the City Inspector can approve the construction of the manure boats or scows and prescribe the time that the said boats or scows may remain at their berths; which power under the original specifications could only be exercised by the City Inspector; which change was made with the corrupt and fraudulent purpose and intention of taking from an honest City Inspector, if such a one should ever be in his judgment the public interest and health might require, and this change and the one last above specified being made for the purpose of giving the contractors two chances for escaping from their duties.

6. They changed the provision of the original specifications by which "ashes, garbage sweepings and rubbish," if properly delivered or placed, were to be removed from the front of "every dwelling house, store, or public building for other edifice," so as to read in the amended specifications and in the contract made, "any dwelling-house, store, or public building," which change was made with the corrupt and fraudulent purpose and intention of weakening the requirement in respect to buildings generally, and of not requiring the contractors to make any removals from the front of factories, workshops, and many other private buildings.

7. They only required by the amended specifications and the contract made the contractors to wash out the gutters during the Summer months as often as they, "the contractors may think necessary," or when required by the City Inspector, unless objected to by a majority of said Commissioners, which work, by the original specification was to be done as often as required by the City Inspector; the change being made with the corrupt and fraudulent purpose and intention of leaving the performance of that part of the work in the control of the contractors, unless the City Inspector and two other Commissioners should unite in requiring the gutters to be washed oftener than the contractors might think necessary.

8. They substituted for the provision of the original specifications by which the dumping grounds and docks then in use for the purposes embraced in the contract, or such others as the Commissioners or a majority of them might designate in lieu thereof, were furnished to the contractors free of charge, a provision in the amended specifications and in the contract made, by which the dumping grounds, dumping boards, docks and places of deposit for sweeping and manure then in use, and such additional ones as might "be found necessary," should be so furnished, and that no change should be made without the consent of the contractors, with the corrupt and fraudulent purpose and intention of allowing the contractors an opportunity to excuse an insufficient performance of the contract by alleging that the necessary facilities for dumping were not furnished, and further, of taking from the public authorities any and all control over the matter.

9. They substituted for the provision of the original specifications, by which the contractors were to be furnished with the Croton water necessary to the performance of the contract free of charge, a provision in the amended specifications, and in the contract made, by which "The Croton water which the contractors may deem necessary, is to be furnished free of charge, subject only to the rules and regulations of the Commissioners," which change was made with the wrongful purpose and intention of taking from the Croton Aqueduct Department all control over the use of the Croton water by the contractors.

10. They omitted from the amended specifications, and from the contract made, the section in the original specifications by which, if the contractors should fail to perform the contract, the Commissioners were authorized to annul the same; in which case the City Inspector was to proceed and do the work required by the contract at the expense of the contractor and his surties, for the unexpired portion of the term of ten years, or until a new contract should be made under the provisions of the said act; and in case the expense of doing the work, or the new contract price should exceed the old contract price, the contractors or their surties were to pay the excess monthly to the Controller, and substituted therefor, in the amended specifications, and in the contract made, a section lumbered up with useless verbiage, the substance of which is, that, if any Commissioner shall consider that the contractors have failed to perform the contract, the City Inspector shall notify them in writing of the default, and if they do not, without an answerable delay, comply with his requirements, he shall notify his associate Commissioners of the fact, who may thereupon meet, hear the contractors, declare the contract terminated, and serve the declaration on the contractors and their surties; in which case the surties or any of them may assume and undertake the performance of the contract within twenty-four hours thereafter, and thereupon all claim against the original contractors ceases; and in case none of the surties assume to perform the contract the work is to be let on account of the contractors for the unexpired portion of the term of ten years, and the excess of the new contract paid over the old, which, as the contract was made, could not exceed \$1,500 a year, and the costs and expenses are to be the damages to be paid by the contractors for their default in performing their contract, and are to be reimbursed to the corporation only as paid by it, which last-mentioned section was substituted for the one in the original specifications, with the corrupt and fraudulent purpose and intention of withholding and avoiding any substantial or effective pecuniary compulsion whatever for the performance of the contract.

11. They altered the provision of the original specifications by which no alterations or modifications of the contract could be made except in writing, subscribed by the Commissioners, so that by the amended specifications and the contract made alterations not in writing, may from time to time be made by the contractors and the Commissioners, which change was made with the corrupt and fraudulent purpose and intention of permitting verbal alterations for the benefit of the contractors, without imposing upon the Commissioners the responsibility attached to a written record.

12. They omitted from the amended specifications, and the contract made, the clauses in the original specifications requiring a requisition of the City Inspector to authorize a semi-monthly payment, and a certificate of the Commissioners that the contract had been performed to their satisfaction, to authorize, at the end of the year, the payment of the ten per cent reserve by the terms of the contract from each semi-monthly payment; which omissions were made with the corrupt and fraudulent purpose and intention of enabling a corrupt Controller to make such payments without any check or control whatever, and because there was danger that the said Commissioners, by omitting to provide for the execution of their powers and duties under the contract, had failed to secure during the contract-term the continuance of a body to give such a certificate or to exercise even a nominal control over the contractors.

**Fourth Specification.**  
That the said Commissioners, having issued and published a new advertisement, inviting proposals under the amended specifications, and the New-York Sanitary and Chemical Compost Manufacturing Company having duly delivered to the said Commissioners a proposal in full and exact compliance with all the requirements of the said advertisement and amended specifications, and offered such surties as were required by the said Commissioners, approved in the manner prescribed by the said Commissioners, by which proposal the said Company offered to do all the work required by the said specifications for the price or sum of \$100,000 for the first year; \$375,000 for the second; \$350,000 for the third; \$340,000 for the fourth; \$330,000 for the fifth; \$325,000 for the sixth; \$320,000 for the seventh; \$315,000 for the eighth; \$310,000 for the ninth; and \$300,000 for the tenth—amounting in the aggregate, for the ten years, to the sum of \$3,165,000; the said Commissioners did, nevertheless, willfully and corruptly refuse and omit to award the contract to the said Company, and did willfully and corruptly make and execute a contract with John L. Brown, William H. Devoe and Shepherd F. Knapp, at the price or sum of \$198,500 a year, amounting in the aggregate, for the term of ten years, to the sum of \$1,985,000, being an excess for the ten years of \$1,820,000, over and above the price or sum at which the said Company offered to do the same work.

by the amended specifications and the contract made alterations not in writing, may from time to time be made by the contractors and the Commissioners, which change was made with the corrupt and fraudulent purpose and intention of permitting verbal alterations for the benefit of the contractors, without imposing upon the Commissioners the responsibility attached to a written record.

13. They omitted from the amended specifications, and the contract made, the clauses in the original specifications requiring a requisition of the City Inspector to authorize a semi-monthly payment, and a certificate of the Commissioners that the contract had been performed to their satisfaction, to authorize, at the end of the year, the payment of the ten per cent reserve by the terms of the contract from each semi-monthly payment; which omissions were made with the corrupt and fraudulent purpose and intention of enabling a corrupt Controller to make such payments without any check or control whatever, and because there was danger that the said Commissioners, by omitting to provide for the execution of their powers and duties under the contract, had failed to secure during the contract-term the continuance of a body to give such a certificate or to exercise even a nominal control over the contractors.

**Fifth Specification.**  
That Patrick McCafferty, Charles Guidet and William C. Kingsley, well known to the said Commissioners to be capable and experienced contractors for street work, of good character and undoubted responsibility, having also duly delivered to the said Commissioners a proposal in full and exact compliance with all the requirements of the new advertisement, and offered such surties as were required by the said Commissioners, approved in the manner prescribed by the said Commissioners, by which proposal the said Company offered to do all the work required by the said specifications for the price or sum of \$176,000 a year, amounting in the aggregate, for the term of ten years, to the sum of \$1,760,000, the said Commissioners did, nevertheless, willfully and corruptly, after wrongly rejecting the proposal described in the fourth specification, also refuse and omit to make a contract with the said Patrick McCafferty, Charles Guidet, and William C. Kingsley, and did willfully and corruptly make and execute the said contract with John L. Brown, William H. Devoe and Shepherd F. Knapp, at the price or sum of \$198,500 a year, amounting in the aggregate, for the term of ten years, to the sum of \$1,985,000, being an excess for the ten years of \$1,820,000, over and above the price or sum at which the said Company offered to do the same work.

**Sixth Specification.**  
That the said New-York Sanitary and Chemical Compost Manufacturing Company, having duly delivered to the said Commissioners a proposal in full and exact compliance with all the requirements of the new advertisement, and offered such surties as were required by the said Commissioners, approved in the manner prescribed by the said Commissioners, by which proposal the said Company offered to do all the work required by the said specifications for the price or sum of \$176,000 a year, amounting in the aggregate, for the term of ten years, to the sum of \$1,760,000, the said Commissioners did, nevertheless, willfully and corruptly, after wrongly rejecting the proposal described in the fourth specification, also refuse and omit to make a contract with the said Patrick McCafferty, Charles Guidet, and William C. Kingsley, and did willfully and corruptly make and execute the said contract with John L. Brown, William H. Devoe and Shepherd F. Knapp, at the price or sum of \$198,500 a year, amounting in the aggregate, for the term of ten years, to the sum of \$1,985,000, being an excess for the ten years of \$1,820,000, over and above the price or sum at which the said Company offered to do the same work.

**Seventh Specification.**  
That the said Commissioners, well knowing Patrick McCafferty, Charles Guidet and William C. Kingsley to be capable, experienced and responsible contractors, and that John L. Brown was, by trade, a scale beam maker, and that he was the intimate associate and reputed partner of Matthew T. Brennan, Controller as aforesaid, and that William H. Devoe was, by trade, a hatter, and that he was the intimate associate and reputed partner of Francis I. A. Boole, City Inspector as aforesaid, and that Shepherd F. Knapp was, by trade, a tall-chandler, and that he was the intimate associate and reputed partner of John E. Develin, Corporation Counsel as aforesaid, and that only the said Brown and Devoe had any, and they but little experience as contractors, did nevertheless willfully and corruptly make the said contract with the said Brown, Devoe and Knapp at a higher price, as above stated.

**Eighth Specification.**  
That the said Commissioners, well knowing Patrick McCafferty, Charles Guidet and William C. Kingsley to be capable, experienced and responsible contractors, and that John L. Brown was, by trade, a scale beam maker, and that he was the intimate associate and reputed partner of Matthew T. Brennan, Controller as aforesaid, and that William H. Devoe was, by trade, a hatter, and that he was the intimate associate and reputed partner of Francis I. A. Boole, City Inspector as aforesaid, and that Shepherd F. Knapp was, by trade, a tall-chandler, and that he was the intimate associate and reputed partner of John E. Develin, Corporation Counsel as aforesaid, and that only the said Brown and Devoe had any, and they but little experience as contractors, did nevertheless willfully and corruptly make the said contract with the said Brown, Devoe and Knapp at a higher price, as above stated.

**Ninth Specification.**  
That the said Commissioners, well knowing Patrick McCafferty, Charles Guidet and William C. Kingsley to be capable, experienced and responsible contractors, and that John L. Brown was, by trade, a scale beam maker, and that he was the intimate associate and reputed partner of Matthew T. Brennan, Controller as aforesaid, and that William H. Devoe was, by trade, a hatter, and that he was the intimate associate and reputed partner of Francis I. A. Boole, City Inspector as aforesaid, and that Shepherd F. Knapp was, by trade, a tall-chandler, and that he was the intimate associate and reputed partner of John E. Develin, Corporation Counsel as aforesaid, and that only the said Brown and Devoe had any, and they but little experience as contractors, did nevertheless willfully and corruptly make the said contract with the said Brown, Devoe and Knapp at a higher price, as above stated.

**Tenth Specification.**  
That the said Commissioners, well knowing Patrick McCafferty, Charles Guidet and William C. Kingsley to be capable, experienced and responsible contractors, and that John L. Brown was, by trade, a scale beam maker, and that he was the intimate associate and reputed partner of Matthew T. Brennan, Controller as aforesaid, and that William H. Devoe was, by trade, a hatter, and that he was the intimate associate and reputed partner of Francis I. A. Boole, City Inspector as aforesaid, and that Shepherd F. Knapp was, by trade, a tall-chandler, and that he was the intimate associate and reputed partner of John E. Develin, Corporation Counsel as aforesaid, and that only the said Brown and Devoe had any, and they but little experience as contractors, did nevertheless willfully and corruptly make the said contract with the said Brown, Devoe and Knapp at a higher price, as above stated.

**Eleventh Specification.**  
That the said Commissioners, well knowing Patrick McCafferty, Charles Guidet and William C. Kingsley to be capable, experienced and responsible contractors, and that John L. Brown was, by trade, a scale beam maker, and that he was the intimate associate and reputed partner of Matthew T. Brennan, Controller as aforesaid, and that William H. Devoe was, by trade, a hatter, and that he was the intimate associate and reputed partner of Francis I. A. Boole, City Inspector as aforesaid, and that Shepherd F. Knapp was, by trade, a tall-chandler, and that he was the intimate associate and reputed partner of John E. Develin, Corporation Counsel as aforesaid, and that only the said Brown and Devoe had any, and they but little experience as contractors, did nevertheless willfully and corruptly make the said contract with the said Brown, Devoe and Knapp at a higher price, as above stated.

**Twelfth Specification.**  
That the said Commissioners, well knowing Patrick McCafferty, Charles Guidet and William C. Kingsley to be capable, experienced and responsible contractors, and that John L. Brown was, by trade, a scale beam maker, and that he was the intimate associate and reputed partner of Matthew T. Brennan, Controller as aforesaid, and that William H. Devoe was, by trade, a hatter, and that he was the intimate associate and reputed partner of Francis I. A. Boole, City Inspector as aforesaid, and that Shepherd F. Knapp was, by trade, a tall-chandler, and that he was the intimate associate and reputed partner of John E. Develin, Corporation Counsel as aforesaid, and that only the said Brown and Devoe had any, and they but little experience as contractors, did nevertheless willfully and corruptly make the said contract with the said Brown, Devoe and Knapp at a higher price, as above stated.

**Thirteenth Specification.**  
That the said Commissioners, well knowing Patrick McCafferty, Charles Guidet and William C. Kingsley to be capable, experienced and responsible contractors, and that John L. Brown was, by trade, a scale beam maker, and that he was the intimate associate and reputed partner of Matthew T. Brennan, Controller as aforesaid, and that William H. Devoe was, by trade, a hatter, and that he was the intimate associate and reputed partner of Francis I. A. Boole, City Inspector as aforesaid, and that Shepherd F. Knapp was, by trade, a tall-chandler, and that he was the intimate associate and reputed partner of John E. Develin, Corporation Counsel as aforesaid, and that only the said Brown and Devoe had any, and they but little experience as contractors, did nevertheless willfully and corruptly make the said contract with the said Brown, Devoe and Knapp at a higher price, as above stated.

**Fourteenth Specification.**  
That the said Commissioners, well knowing Patrick McCafferty, Charles Guidet and William C. Kingsley to be capable, experienced and responsible contractors, and that John L. Brown was, by trade, a scale beam maker, and that he was the intimate associate and reputed partner of Matthew T. Brennan, Controller as aforesaid, and that William H. Devoe was, by trade, a hatter, and that he was the intimate associate and reputed partner of Francis I. A. Boole, City Inspector as aforesaid, and that Shepherd F. Knapp was, by trade, a tall-chandler, and that he was the intimate associate and reputed partner of John E. Develin, Corporation Counsel as aforesaid, and that only the said Brown and Devoe had any, and they but little experience as contractors, did nevertheless willfully and corruptly make the said contract with the said Brown, Devoe and Knapp at a higher price, as above stated.

**Fifteenth Specification.**  
That the said Commissioners, well knowing Patrick McCafferty, Charles Guidet and William C. Kingsley to be capable, experienced and responsible contractors, and that John L. Brown was, by trade, a scale beam maker, and that he was the intimate associate and reputed partner of Matthew T. Brennan, Controller as aforesaid, and that William H. Devoe was, by trade, a hatter, and that he was the intimate associate and reputed partner of Francis I. A. Boole, City Inspector as aforesaid, and that Shepherd F. Knapp was, by trade, a tall-chandler, and that he was the intimate associate and reputed partner of John E. Develin, Corporation Counsel as aforesaid, and that only the said Brown and Devoe had any, and they but little experience as contractors, did nevertheless willfully and corruptly make the said contract with the said Brown, Devoe and Knapp at a higher price, as above stated.

Fourteenth-st. other than those above specified; and also Avenues A, B, and C, and Fourteenth, Twenty-third, and Thirty-fourth-sts., and also the Second and Ninth-aves., each south of Forty-fifth-st., and the Tenth-ave. south of Thirty-fourth, each and all of which by the said specifications and the contract made are only required to be swept once a week for the price or sum of \$300,000 a year, amounting in the aggregate, for the term of ten years, to the sum of \$3,000,000; and did also offer to pay to the Controller, for the benefit of the sinking fund for the redemption of the City debt, over and above the payments required by the said specifications, and the contract made as above stated, \$5,000 the second year of the term; \$6,000 the third year; \$7,000 the fourth year; \$8,000 the fifth year; \$9,000 the sixth year; \$10,000 the seventh year; \$11,000 the eighth year; \$12,000 the ninth year; and \$2,000 the tenth year; making an extra payment during the term of ten years of \$119,000; and in effect reducing the contract price stated in the said proposal for the said term to the sum of \$1,881,000; yet the said Commissioners did nevertheless, beside rejecting the proposals described in the fourth and fifth specifications, refuse and omit to make a contract with the said Company under the proposal described in this specification, but did willfully and corruptly make and execute the said contract with John L. Brown, William H. Devoe, and Shepherd F. Knapp at the price or sum of \$198,500 a year, amounting in the aggregate, for the term of ten years, to \$1,985,000, being an excess of \$104,000 over and above the said sum of \$1,881,000, for which the said Company offered to do the same work and the additional work above specified.

**Sixteenth Specification.**  
That the said New-York Sanitary and Chemical Compost Manufacturing Company having duly delivered to the said Commissioners, a proposal in full and exact compliance with all the requirements of the new advertisement, and amended specifications, and offered such surties as were required by the said Commissioners, approved in the manner prescribed by the said Commissioners, by which proposal the said Company offered to do all the work required by the amended specifications, and the contract made, and also to sweep and otherwise clean any and all of the said city daily, tri-weekly, or semi-weekly, as the Commissioners might from time to time require, and to keep all the streets and public highways of the said city as clean as Broadway has been kept during the last five years, for the price or sum of \$90,000 a year, yet the said Commissioners, beside rejecting the said proposals described in the fourth, fifth, and sixth specifications, did also refuse and omit to make a contract with the said Company under the proposal described in this specification, and did willfully and corruptly make and execute the said contract with John L. Brown, William H. Devoe, and Shepherd F. Knapp.

**Seventeenth Specification.**  
That the said Commissioners having rejected the proposals described in the fourth, sixth, and seventh specifications upon the false and frivolous pretense that the Company, by whom the proposals were made, were not authorized to make such a contract, and Daniel D. Bagder, the President of the said Company having thereupon offered and sworn to before me, the undersigned, to the best of his knowledge, and as he verily believes.

**Eighteenth Specification.**  
That the said Commissioners having rejected the proposals described in the fourth, sixth, and seventh specifications upon the false and frivolous pretense that the Company, by whom the proposals were made, were not authorized to make such a contract, and Daniel D. Bagder, the President of the said Company having thereupon offered and sworn to before me, the undersigned, to the best of his knowledge, and as he verily believes.

**Nineteenth Specification.**  
That the said Commissioners, well knowing Patrick McCafferty, Charles Guidet and William C. Kingsley to be capable, experienced and responsible contractors, and that John L. Brown was, by trade, a scale beam maker, and that he was the intimate associate and reputed partner of Matthew T. Brennan, Controller as aforesaid, and that William H. Devoe was, by trade, a hatter, and that he was the intimate associate and reputed partner of Francis I. A. Boole, City Inspector as aforesaid, and that Shepherd F. Knapp was, by trade, a tall-chandler, and that he was the intimate associate and reputed partner of John E. Develin, Corporation Counsel as aforesaid, and that only the said Brown and Devoe had any, and they but little experience as contractors, did nevertheless willfully and corruptly make the said contract with the said Brown, Devoe and Knapp at a higher price, as above stated.

**Twentieth Specification.**  
That the said Commissioners, well knowing Patrick McCafferty, Charles Guidet and William C. Kingsley to be capable, experienced and responsible contractors, and that John L. Brown was, by trade, a scale beam maker, and that he was the intimate associate and reputed partner of Matthew T. Brennan, Controller as aforesaid, and that William H. Devoe was, by trade, a hatter, and that he was the intimate associate and reputed partner of Francis I. A. Boole, City Inspector as aforesaid, and that Shepherd F. Knapp was, by trade, a tall-chandler, and that he was the intimate associate and reputed partner of John E. Develin, Corporation Counsel as aforesaid, and that only the said Brown and Devoe had any, and they but little experience as contractors, did nevertheless willfully and corruptly make the said contract with the said Brown, Devoe and Knapp at a higher price, as above stated.

**Twenty-first Specification.**  
That the said Commissioners, well knowing Patrick McCafferty, Charles Guidet and William C. Kingsley to be capable, experienced and responsible contractors, and that John L. Brown was, by trade, a scale beam maker, and that he was the intimate associate and reputed partner of Matthew T. Brennan, Controller as aforesaid, and that William H. Devoe was, by trade, a hatter, and that he was the intimate associate and reputed partner of Francis I. A. Boole, City Inspector as aforesaid, and that Shepherd F. Knapp was, by trade, a tall-chandler, and that he was the intimate associate and reputed partner of John E. Develin, Corporation Counsel as aforesaid, and that only the said Brown and Devoe had any, and they but little experience as contractors, did nevertheless willfully and corruptly make the said contract with the said Brown, Devoe and Knapp at a higher price, as above stated.

**Twenty-second Specification.**  
That the said Commissioners, well knowing Patrick McCafferty, Charles Guidet and William C. Kingsley to be capable, experienced and responsible contractors, and that John L. Brown was, by trade, a scale beam maker, and that he was the intimate associate and reputed partner of Matthew T. Brennan, Controller as aforesaid, and that William H. Devoe was, by trade, a hatter, and that he was the intimate associate and reputed partner of Francis I. A. Boole, City Inspector as aforesaid, and that Shepherd F. Knapp was, by trade, a tall-chandler, and that he was the intimate associate and reputed partner of John E. Develin, Corporation Counsel as aforesaid, and that only the said Brown and Devoe had any, and they but little experience as contractors, did nevertheless willfully and corruptly make the said contract with the said Brown, Devoe and Knapp at a higher price, as above stated.

**Twenty-third Specification.**  
That the said Commissioners, well knowing Patrick McCafferty, Charles Guidet and William C. Kingsley to be capable, experienced and responsible contractors, and that John L. Brown was, by trade, a scale beam maker, and that he was the intimate associate and reputed partner of Matthew T. Brennan, Controller as aforesaid, and that William H. Devoe was, by trade, a hatter, and that he was the intimate associate and reputed partner of Francis I. A. Boole, City Inspector as aforesaid, and that Shepherd F. Knapp was, by trade, a tall-chandler, and that he was the intimate associate and reputed partner of John E. Develin, Corporation Counsel as aforesaid, and that only the said Brown and Devoe had any, and they but little experience as contractors, did nevertheless willfully and corruptly make the said contract with the said Brown, Devoe and Knapp at a higher price, as above stated.

**Twenty-fourth Specification.**  
That the said Commissioners, well knowing Patrick McCafferty, Charles Guidet and William C. Kingsley to be capable, experienced and responsible contractors, and that John L. Brown was, by trade, a scale beam maker, and that he was the intimate associate and reputed partner of Matthew T. Brennan, Controller as aforesaid, and that William H. Devoe was, by trade, a hatter, and that he was the intimate associate and reputed partner of Francis I. A. Boole, City Inspector as aforesaid, and that Shepherd F. Knapp was, by trade, a tall-chandler, and that he was the intimate associate and reputed partner of John E. Develin, Corporation Counsel as aforesaid, and that only the said Brown and Devoe had any, and they but little experience as contractors, did nevertheless willfully and corruptly make the said contract with the said Brown, Devoe and Knapp at a higher price, as above stated.

original for the amended specifications prepared and issued by the said Commissioners.

**Twelfth Specification.**  
That the said Commissioners, after omitting from the amended specifications so much of the original specifications as made the Mayor, Aldermen and Commonalty of the City of New-York executors parties to the contract, for the purpose of depriving the said corporation as far as possible of a beneficial interest in the contract, and of excluding the said corporation and its officers of and from any and all power and authority to control and enforce the performance of work under the said contract, did nevertheless, insert in the attestation clause of the contract, as executed by them, the following words, viz: the said Mayor, Aldermen and Commonalty of the City of New-York, by the said C. Godfrey Gunther, Mayor; John T. Hoffman, Recorder; Matthew T. Brennan, Controller; Francis I. A. Boole, City Inspector, and John E. Develin, Counsel to the Corporation," which said clause was so inserted with the corrupt and fraudulent purpose and intention of attempting to bind the said Corporation to the payment of the moneys specified in the said contract, without permitting the said Corporation or its officers to have or exercise any power or authority under the contract.

**Thirteenth Specification.**  
That the said Commissioners, being authorized and required by the said act to make a public contract for the performance of public work, did refuse and omit to perform the duty imposed upon them by the said act, but did willfully and corruptly make and execute the said contract in their own names as incumbents of the offices then and now held by them, and without any continuance to their successors in office; and that they did so with the corrupt and fraudulent purpose and intention of exempting the contractors from any and all power and control other than that of the persons by whom the said fraudulent contract was corruptly made as aforesaid.

**Fourteenth Specification.**  
That the said Commissioners, being only empowered by the said act to make and execute the contract thereby authorized and required, wrongfully and corruptly attempt, by the terms of the contract made and executed by them, to usurp, seize and hold the direction and control of the work to be done under the said contract, and the cleaning of the streets of the said city, and the removal of manure therefrom for the term of ten years, and to divest the Corporation of the City of New-York, and its officers, from any and all power, authority and control in the matter. All of which is respectfully submitted.

JAMES GREGORY, No. 383 First-ave.  
New-York, Aug. 15, 1865.

City and County of New-York, s.s.: James Gregory, being duly sworn, deposes and says that the foregoing charges and specifications are true, to the best of his knowledge, and as he verily believes.

Sworn to before me this 15th day of August, 1865.  
AUSTIN N. PETTIT, Commissioner of Deeds.

**OHIO POLITICS.**  
Convention of the "Radical" Democracy of Ohio—Their Nominations and Platform—The War again, and a new movement.

COLUMBUS, O., Thursday, August 17, 1865.  
The Radical wing of the Democracy held a convention to-day and effected an independent organization. A State ticket, headed by Alexander Long for Governor and Chilton A. White for Lieut.-Governor, was nominated.

The platform indorses State sovereignty to the fullest extent; denies the right of the General Government to raise armies by conscription; protests against the suspension of the writ of habeas corpus; declares Military Commissions to be only Vigilance Committees; opposes public debt, national banks and paper currency; favors uniform taxation and free trade; denies the right of the Government to emancipate slaves; condemns negro suffrage; denounces Gen. Cox's colonization scheme, and closes with a declaration that the Western Democracy has been divided on these doctrines, and that success can only be reached by reconstructing the party on the basis of State sovereignty.

The speakers all declared the war a failure, because it had settled nothing.

The new party is already strongly organized in several sections of the State, and is being led by earnest and determined men.

The regular Democratic Convention will be held next week.

To the Associated Press.

CINCINNATI, Friday, Aug. 18, 1865.  
The Democratic State Sovereignty Convention assembled at Columbus yesterday. Mr. Mitchell of Knox Co. was appointed Chairman, and W. H. Munnell of Highland County, Secretary. Alexander Long was nominated for Governor, and Chilton A. White for Lieut.-Governor.

Strong State Sovereignty resolutions were adopted.

**THE MISSISSIPPI CONVENTION.**

Various Ordinances—Judicial Proceedings—Anti-Confederate—Negro Troops Not Wanted—Jeff. Davis—Slavery Abolished—Election in October—Certain Acts to be Retained.

NEW ORLEANS, Thursday, Aug. 17, 1865.  
The Times has a special dispatch from Jackson, Miss., dated to-day, giving the proceedings of the Mississippi Convention.

An ordinance, ratifying all judicial proceedings in the Courts, including all judgments, decrees, deeds and judgments, also ratifying all marriages, contracts, and sales; also ratifying all State laws passed during the war, was passed as a first reading.

An ordinance prohibiting the Legislature from passing any law imposing any civil disability or punishment, or forfeiture of estate, upon any citizens engaged in the late war with the United States, or for the political opinions occasioned thereby, was also passed as a first reading.

A memorial was adopted to be presented to the President of the United States, praying him not to Garrison the State with negro troops, which was referred to Gen. Osterhaus to be by him forwarded to the President.

A memorial was also presented praying that steps be taken in behalf of Jefferson Davis and Gov. Clark.

CAIRO, Ill., Wednesday, Aug. 16, 1865.  
The Constitutional Committee made a report that such change be made in the Constitution of the State as will hereafter prevent Slavery or involuntary servitude except for crime, and striking out all portions of the old Constitution inconsistent with the provisions of the new.

An ordinance was also reported providing for the election of Congressmen, members of the Legislature, Governor, and other State officers on the first Monday in October, to serve two years; also, providing that all judicial and ministerial officers now in office shall continue to hold their offices for the remainder of their unexpired terms.

The second Committee also presented an ordinance ratifying all the acts of the State officers not made in aid of the recent war and not inconsistent with the provisions of the new Constitution and the State of Mississippi.

# THE KETCHUM DEFALCATION.

WALL-ST. RECOVERING ITS TONE

Ketchum, Son & Co.'s Liabilities.

WHEREABOUT OF THE DEFAULTER

GRA